

EMPLOYER

Contractual Bargaining Agreement Revision Proposals Saint Anne of Winona December 2019

Proposal: 18.1 Wages

2020: 4% for Culinary Services Aides, 2% all other positions

2021: 2% all positions

2022: 2% all positions

Proposal: Increase Shift Differentials (Section 18.3)

PM Shift	Current	Proposed
Nurses	\$0.40	\$0.55
CNAs	\$0.25	\$0.40
NOC Shift	Current	Proposed
Nurses	\$1.00	\$1.25
CNAs	\$0.25	\$0.50

Proposal: ~~Strike and Replace~~

Section 18.7. Night Float Premium. A licensed practical nurse or registered nurse having the job classification of licensed practical nurse - night float or registered nurse - night float shall be paid a premium of four dollars (\$4.00) per hour for all hours worked as such. Any other licensed practical nurse or registered nurse working in such capacity shall be paid the same premium for all hours worked as such. A nursing assistant having the job classification of nursing assistant - night float shall be paid a premium of two dollars (\$2.00) per hour for all hours worked as such. Any other nursing assistant working in such capacity shall be paid the same premium for all hours worked as such. In all cases, the night float premium shall be in lieu of and not in addition to any shift differential that might otherwise be owed. **A Float shall be defined as an employee who is responsible for covering more than one unit at the same time.**

Proposal: Add Section

Scheduled On-Call Pay. Maintenance Technicians shall be paid twenty dollars (\$20.00) per day for scheduled weekend on-call days. If called in to work, or if any work is done over the phone, the employee shall be paid as otherwise provided by this Agreement for all hours actually worked. The provisions of section 4.13 shall not apply in this case.

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Proposal One: Strike

Section 1.1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees holding the following full-time, part-time and casual classifications at Saint Anne of Winona, Winona, Minnesota: Registered Nurse (RN), Licensed Practical Nurse (LPN), Trained Medication Assistant (TMA), Certified Nursing Assistant or Nursing Assistant Registered (CNA/NAR), Resident Assistant, Care Assistant, CNA Restorative, Wellness Coordinator, Wellness Coach, Adult Day Service Assistant, Health Unit Coordinator, Cook, Culinary Services Aide, ~~Nutritional Assistant~~, Housekeeper, Laundry Assistant, Maintenance Tech and Receptionist. This Agreement shall not be construed to extend to or affect office clerical workers, chaplains, social workers, department supervisors, security personnel, administrators, assistant administrators, managers, or supervisors as defined in the National Labor Relations Act.

Proposal Two: Strike and Replace

Section 4.6. Mandatory In-services. Time paid for attending mandatory in-services outside the regular work schedule shall be considered time worked for all purposes. If said in-service requires reporting to work on the employee's day off a minimum of ~~two (2)~~ **one (1)** hours shall be paid.

Proposal Three: Strike and Replace

Section 4.8. Overtime Pay. Employees shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for hours worked in excess of ~~40~~ **eight (8) hours per day/eighty (80) hours per week** pay period. ~~Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one provision of this Agreement they shall not be counted or paid as hours worked in determining overtime under the same or any other provision of this Agreement.~~ Unless required by some other provision of this Agreement, the Employer shall not be required to offer work or make a schedule if the offer or the schedule would require payment of overtime compensation to any employee. Paid PTO hours shall be considered hours worked for purposes of this section. All other paid non-working hours shall not be considered hours worked for purposes of this section.

Proposal Four: Strike and Replace

Section 4.10. Rest and Meal Periods.

Hours Scheduled/
Worked Per Day

<u>Worked Per Day</u>	<u>Rest Periods</u>	<u>Lunch Breaks</u>
under 3 4 hours	0	0
3 4 or more but less than 6	1	0
6 or more but less than 8	2	0
8 or more but less than 12	2	1 (0 on the night shift)
12 or more but less than 16	3	1
16 or more	4	2

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Proposal Five: Add Language

Section 5.3 B. Casual Employee Minimum Work Requirements. To maintain employment a casual employee must work at least two (2) full weekend shifts per month, **must work at least 16 hours per month**, and must work at least one (1) full major holiday (Thanksgiving Day, Christmas, New Year's) shift per contract year and at least one (1) full other holiday shift per year. No casual employee shall be offered work unless qualified full-time and part-time employees are unable or unwilling to work the shift under the provisions of this Agreement pertaining to available hours (section 4.14). Casual employees will be required to submit their availability to work any open shifts within seven (7) days of the schedule being posted/made available.

Proposal Six: Strike

Section 6.4 A. General Holiday Scheduling. Holidays shall be scheduled as follows: As among Memorial Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, employees shall be scheduled to work every other holiday. Christmas Eve and New Year's Eve, for scheduling purposes only, will be considered part of the holiday rotation. Holiday pay will not be paid for Christmas Eve and New Year's Eve. ~~Employees will not be scheduled to work the same holiday two (2) years in a row.~~ PTO requests will not be granted for any day included in the above holiday rotation.

Proposal Seven: Strike and Replace

6.5 B. Casual on Call Holiday Posting. The Employer will post the three major holidays and the minor holidays. Casual on call staff will be required to indicate which major holiday and which minor holiday they will be available to be scheduled. The Employer will determine the need for them to work those holidays. If not needed, the staff will **choose a different holiday** ~~still have met the casual on call holiday requirements~~. Casual on call staff cannot choose the same major holiday two years in a row. The employer will follow the posting requirements described in Section 6.4a.

Proposal Eight: Add Language

Section 6.6. Meals on Holidays. The Employer shall provide a meal to employees working on a holiday. **The menu for each shift and the source of each meal shall be determined by the Employer.**

Proposal Nine: Add Language

Section 8.2. Resignation. Employees choosing to terminate their employment must put their intent in writing. No new PTO will be honored during the employee's separation period. The Employer requires a minimum of a two (2) week notice (four (4) week notice for Registered Nurses, Licensed Practical Nurses, **Resident Assistants**, and Trained Medication Assistants) to begin the process to adequately fill the position. Failure to provide and fulfill this notice period will result in forfeiture of accrued PTO. Employees must return all facility property no later than their last day worked.

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Proposal Ten: Strike and Replace

Section 8.3. No Show. If an employee fails to report for work as scheduled, or to **call in to report the absence by the end of the scheduled shift** ~~furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof~~, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if such employee can within **twenty-four (24) hours from the start of the scheduled shift** ~~three (3) days~~ furnish the Employer with reasonable proof that such employee could not notify the Employer of the absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in seniority.

Proposal Eleven: Strike and Replace. Replace accrual table with BHS PTO policy

Section 11.1. Accrual. The Employer provides paid time off (PTO) to compensate employees while they are away from work. PTO combines hours for vacation, holidays, ~~sick leave~~ **leave of absences**, ~~family emergencies, health and dental care, personal business, inclement weather, and~~ **unscheduled absences** ~~other elective absences~~ into one "bank". PTO is accrued and available to all employees regularly scheduled forty-eight (48) or more hours per pay period) after successful completion of ninety (90) days of employment.

With the exception of casual call employees, employees not eligible for accrual of PTO will accrue time off unpaid (TOU) according to the schedule below. TOU will not be available for use until the employee has been employed for ninety (90) days.

Time off will accrue on all hours paid, up to eighty (80) hours per pay period. There shall be no accrual above the maximum allowable balance. Time off will not accrue during unpaid leaves of absence. The following table shows the actual accrual rates based on an employee working 2,080 hours/year (eligible employees working less than 2080 hours/year accrue PTO at a pro-rated amount based on actual hours worked):

Length of Service	Accrual Rate	Annual Hours / Max# of Days	Balance Max / # of Days
0-4 years (0-59 months)	0.0885	184 hours / 23 days	200 hours / 25 days
5-9 years (60-119 months)	0.1077	224 hours / 28 days	240 hours / 30 days
10+ years (120+ months)	0.1270	264 hours / 33 days	290 hours / 36.25 days

Proposal Twelve: Strike Entire Section

~~Section 11.6. Extended Illness Bank (EIB). Extended Illness Bank (EIB) hours are available to compensate for absences over three (3) consecutive days resulting from illness or injury. EIB hours will be used until exhausted. EIB shall be available immediately for in-patient hospitalization. For work-related illness/injury, EIB may be used for in-patient hospitalization absence on waiting period days not subsequently covered by workers' compensation. On the effective date of this contract, all EIB accounts will no longer accrue hours. Available EIB hours can be used but will sunset two (2) years from the effective date. Unused EIB hours will not be paid upon termination.~~

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Proposal Thirteen: Strike and Replace

Section 12.4. Illness and Injury Leaves of Absence. An unpaid leave of absence of up to ~~six (6) months~~ **twelve (12) weeks per rolling calendar year** shall be granted to employees unable to work because of illness or injury, as certified by a physician's report. **The leave will run concurrently with any applicable state and/or federal leave, such as FMLA. To be eligible, the employee must be incapacitated for more than three (3) calendar days, and is seen by a medical professional at least twice or receives treatment for the illness or injury.** The employee shall furnish a physician's report certifying that he or she is capable of returning to work. The leave may be extended for up to an additional **twelve (12) weeks** ~~six (6) months~~ upon further physician certification that the employee remains unable to work because of illness or injury. If the employee returns to work during or at the end of the initial leave period he or she shall be reinstated to the same position, hours, and rate of pay enjoyed before commencement of the leave. If that position has been abolished, the employee shall be eligible by seniority to return to any position for which the employee is qualified. If the employee returns to work during or at the end of an extended leave period the employee shall no longer be entitled to return to his or her former position but instead shall be eligible by seniority to return to any open and available position for which the employee is qualified. ~~PTO time, sick leave time, worker's compensation lost time, and Family and Medical Leave Act time off shall not be used to extend an illness and injury leave of absence time frame.~~ At the outset of the initial leave period the employee shall use all available sick leave time **PTO**. During the initial leave period the employee may use available PTO time in one-week increments. ~~At the outset of an extended leave period the employee shall use all available sick leave time and all available PTO time.~~ Any leave of absence shall not alter the employee's original date of hire for seniority purposes.

Any employee on an Illness or Injury Leave of Absence, Extended Leave of Absence, or leave of absence covered by FMLA, prior to the ratification date, will be covered by the language in the contract effective 01/01/2017 – 01/31/2020.

Proposal Fourteen: Strike Entire Section

Section 14.9. Referral Bonus. ~~The Employer shall pay a referral bonus to any employee referring a RN or LPN. A \$200 bonus will be paid to the referring employee after the RN or LPN has completed probationary period and an additional \$200 bonus to the referring employee after the referred employee has completed one (1) year of service with the Employer.~~

~~The Employer shall pay a referral bonus to any employee referring any other contract employee. A \$100 bonus will be paid to the referring employee after the employee has completed probationary period and an additional \$100 bonus to the referring employee after the referred employee has completed one (1) year of service with the Employer. If there is more than one (1) named referring employee they shall share the fee.~~

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Proposal Fifteen: Strike Entire Section

~~Section 14.10. Recruitment Incentive. The Employer may offer and pay a recruitment incentive of up to five hundred dollars (\$500.00) to new employees if needed to stimulate recruitment in a particular job classification. Fifty percent (50%) of the incentive shall be paid upon completion of one (1) month of employment and the balance shall be paid upon completion of six (6) months of employment. The incentive shall be available only to persons hired for full-time and part-time positions.~~

~~Upon commencement of an incentive program the Employer shall give notice to the Union, including the effective date, the job classifications involved, and the anticipated ending date, if known. The incentive shall be paid to all persons hired into the affected job classification on and after the effective date and during the ten (10) days preceding the effective date. The Employer shall give the Union at least two (2) weeks' notice of intent to discontinue an incentive program, including the termination date.~~

~~Either party may cancel this section as of the first anniversary date of this Agreement by giving written notice of cancellation to the other party no sooner than eleven (11) months after the effective date of this Agreement. In the absence of such notice, this section shall remain in full force and effect.~~

Proposal Sixteen: Strike Entire Section

~~Section 14.11. Tuition Reimbursement. Nursing Scholarship Program: Employees permanently working at least 20 hours per week (0.50 FTE or greater) and have completed probation at Saint Anne of Winona are eligible to receive tuition reimbursement for classes taken for credit towards a Licensed Practical Nurse or Registered Nurse degree. Employees must average a minimum of 20 hours per week during the requested reimbursement period.~~

~~Eligible employees may request up to \$1,000.00 in scholarship funds per fiscal year (beginning 7/1).~~

~~Foundation Scholarship Program: Employees who have met probation at Saint Anne of Winona are eligible to apply for tuition assistance through the Foundation Scholarship Program for coursework taken that will benefit their service to the residents. Saint Anne of Winona will reimburse the employee on a prorated basis according to FTE as shown below.~~

FTE	Eligible Reimbursement
0.75-1.00	\$500.00
0.50-0.75	\$375.00
0.25-0.49	\$250.00
0.24 & Below	\$125.00

~~Employees are eligible to apply for Foundation Scholarship funds twice per fiscal year (from 7/1 to 6/30).~~

~~Procedure for both programs: An employee must obtain an application for either program from Human Resources. Final approval is based upon availability of funds and number of applications.~~

~~After successful completion of the course, the original receipt for tuition and fees and evidence of grade received ("C" or equivalent required) must be submitted to Human Resources along with any financial assistance information in order for payment to be processed. Allowable expenditures include tuition, books, fees and other required expenses.~~

Proposal Seventeen: 18.1 Wages

1. Remove Nutritional Assistant
2. Remove 1 Year, 2 Year, 3 Year and 4 Year columns

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Proposal Six (updated): Add Language

Section 6.4 A. General Holiday Scheduling. Holidays shall be scheduled as follows: As among Memorial Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, employees shall be scheduled to work every other holiday. Christmas Eve and New Year's Eve, for scheduling purposes only, will be considered part of the holiday rotation. Holiday pay will not be paid for Christmas Eve and New Year's Eve. Employees will not be scheduled to work the same holiday two (2) years in a row; **may not apply to employees who take a new position**. PTO requests will not be granted for any day included in the above holiday rotation.

Proposal Seven (updated): Strike and Replace

6.5 B. Casual on Call Holiday Posting. The Employer will post the three major holidays and the minor holidays. Casual on call staff will be required to indicate which major holiday and which minor holiday they will be available to be scheduled. The Employer will determine the need for them to work those holidays. If not needed, the staff ~~will~~ **may be assigned a different holiday** ~~still have met the casual on call holiday requirements~~. Casual on call staff cannot choose the same major holiday two years in a row. The employer will follow the posting requirements described in Section 6.4a.

Proposal Thirteen (updated): Strike and Replace

Section 12.4. Illness and Injury Leaves of Absence. An unpaid leave of absence of up to ~~six (6) months~~ **twelve (12) weeks per rolling calendar year** shall be granted to employees unable to work because of illness or injury, as certified by a physician's report. **The leave will run concurrently with any applicable state and/or federal leave, such as FMLA. To be eligible, the employee must be incapacitated for more than three (3) calendar days, and is seen by a medical professional at least twice or receives treatment for the illness or injury.** The employee shall furnish a physician's report certifying that he or she is capable of returning to work. The leave may be extended for up to an additional six (6) months upon further physician certification that the employee remains unable to work because of illness or injury. If the employee returns to work during or at the end of the initial leave period he or she shall be reinstated to the same position, hours, and rate of pay enjoyed before commencement of the leave. If that position has been abolished, the employee shall be eligible by seniority to return to any position for which the employee is qualified. If the employee returns to work during or at the end of an extended leave period the employee shall no longer be entitled to return to his or her former position but instead shall be eligible by seniority to return to any open and available position for which the employee is qualified. ~~PTO time, sick leave time, worker's compensation lost time, and Family and Medical Leave Act time off shall not be used to extend an illness and injury leave of absence time frame.~~ At the outset of the initial leave period the employee shall use all available ~~sick leave time~~ **PTO**. ~~During the initial leave period the employee may use available PTO time in one week increments. At the outset of an extended leave period the employee shall use all available sick leave time and all available PTO time.~~ Any leave of absence shall not alter the employee's original date of hire for seniority purposes.

Any employee on an Illness or Injury Leave of Absence, Extended Leave of Absence, or leave of absence covered by FMLA, prior to the ratification date, will be covered by the language in the contract effective 01/01/2017 – 01/31/2020.

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Title: Paid Time Off (PTO)

Policy No.: POL_PDPTO

Scope: Benedictine Health System

Section: People Development

Responsible for Implementation: People Development, Administrators, Community HR

Purpose: BHS recognizes that time away from work is essential in maintaining a healthy work-life balance. The following Paid Time Off (PTO) program will financially assist staff in achieving this goal of work-life balance while assuring them some degree of financial stability.

Policy: BHS provides paid time off (PTO) from work to full and part-time permanent associates to compensate for absences such as pre-planned vacation, sick time, holidays, family emergencies, personal appointments, inclement weather, and other elective absences. The BHS PTO program operates as one "bank" to cover all these needs providing a great deal of flexibility to the associate.

NOTE: This policy does not apply to those associates covered under a collective bargaining agreement.

Procedure

Regular associates scheduled to work 40 hours or more per pay period (FTE 0.50) are eligible for PTO, and it will begin to accrue immediately upon employment. PTO is available for use after it is accrued. PTO will accrue on all hours worked (and paid PTO hours), up to eighty (80) hours per pay period. PTO will not accrue during an unpaid leave of absence or when an associate is receiving disability benefits.

There shall be no accrual above the maximum available balance. Upon accruing PTO to the maximum available balance, future accruals will stop until the associate uses or cashes out PTO and their PTO balance falls below the maximum.

PTO is accrued as illustrated in the table below:

Months of Service	Accrual Rate (per hour/per pay period)	Maximum Accrual per Year (Based on 2,080 hours)	Maximum Available Balance (Based on 2,080 hours)
0 – 23 months	0.09231	192 hours / 24 days +1	272 hours / 34 days
24 – 59 months	0.10000	208 hours / 26 days +3	288 hours / 36 days
60 – 95 months	0.10769	224 hours / 28 days 0	304 hours / 38 days
96 – 119 months	0.11538	240 hours / 30 days +2	320 hours / 40 days
120 + months	0.12308	256 hours / 32 days -1	336 hours / 42 days

In order to be paid for PTO, associates must request PTO electronically as early as possible or before the deadline established by your department. In the event of illness or emergencies, the associate shall provide as much advanced notice as possible.

No unpaid time off is authorized if PTO hours are available. For instance, in lieu of claiming PTO under normal conditions, associates cannot take unpaid time off from work. PTO hours must be used for all

12/9
11:50 AM

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BENEDICTINE
Health System

Policy

absences if there are any PTO hours available. Any available PTO hours must be used to make up for missed scheduled shifts, however PTO cannot be used for unauthorized tardiness or early departures.

Associates will be compensated for the number of PTO hours approved at their wage in effect at the time of their absence from work. PTO hours may not exceed the associate's actual hours worked or normally scheduled hours, whichever is applicable. PTO may be taken in increments of one-quarter (1/4) hour for non-exempt associates and half-day increments for exempt associates. For purposes of calculating overtime, PTO is considered time not worked. Therefore, it will not be included towards overtime calculations at the end of the pay period.

When associates move from a PTO-eligible status into an ineligible status, any remaining available balance will be paid out only after successful completion of scheduled shifts prior to the status change at the associate's wage in effect immediately prior to the status change. When associates move from a PTO-ineligible status into an eligible status, accruals will be calculated based on the period(s) in which the associate was PTO-eligible.

Upon employment termination for any reason, unused PTO will be paid out to the associate. PTO will not be granted to extend an associate's employment beyond his/her last day worked. Accrual rates for associates who are terminated and subsequently rehired within 30 days will retain their original hire date for PTO accrual purposes.

PTO Cash Out Options

There are two (2) options for PTO hours to be "cashed out" while still an active associate through the PTO Cash Out or the PTO Contribution to a BHS Foundation provisions as stated below.

PTO Cash Out. BHS offers a voluntary cash out option of earned PTO. To be eligible for a cash out, associates must have successfully completed six (6) months of continuous service based on their most recent hire date.

PTO Contribution to a BHS Foundation. BHS allows associates to contribute PTO to the Benedictine Health System Foundation (BHSF) or a community foundation of their choice. Associates can direct their gift to any designated fund within the selected foundation.

Associates may request a cash out through either one of these options, or a combination of both, once a quarter for a total not to exceed 80 hours during a fiscal year. The minimum hours requested must be eight (8) hours from either option. Also, associates must maintain a minimum of 80 hours in their PTO account at the time of the cash out.

PTO cash outs will be processed as soon as administratively practicable after January 1, April 1, July 1, and October 1 and paid on a regular paycheck; no separate checks are allowed. All approved payouts and contributions will be compensated at the associate's current base rate of pay and are subject to all applicable state and federal taxes. To request a PTO cash out, the associate must submit the PTO Cash Out/Donation Request Form and return it to the BHS Support Center Payroll Department for processing.

- Related Policies:**
- POL_PDFML Family Medical Leave of Absence
 - POL_PDMLA Medical Leave of Absence (Non-FMLA)
 - POL_PDLLA Legislated Leaves of Absence by State and City